

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			<b>1. CONTRACT ID CODE</b>		<b>PAGE    OF    PAGES</b> <b>1               1</b>		
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE <b>31 Oct 02</b>		4. REQUISITION/PURCHASE REQ. NO. <b>NO PR</b>		5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY <b>DESC-MK BLDG 1621-K 2261 HUGHES AVE, STE 128 LACKLAND AFB TX 78236-9828 BUYER: A. PRIEGNITZ /MK/(210)925-1178</b>		CODE <b>SP0600</b>		7. ADMINISTERED BY (If other than Item 5)    CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and ZIP Code)				(X) <b>X</b>		9A. AMENDMENT OF SOLICITATION NO. <b>SP0600-03-R-0302</b>	
						9B. DATED (SEE ITEM 11) <b>28 Oct 2002</b>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<div style="display: flex; border: 1px solid black; padding: 5px;"> <div style="width: 40px; text-align: center; border: 1px solid black;"><b>X</b></div> <div> <p>The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, <b>X</b> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:            (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment. and is received prior to the opening hour and date specified.</p> </div> </div>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)    PAYMENT WILL BE MADE BY DFAS-SA/FPL (MISSILE FUELS)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
<div style="display: flex;"> <div style="width: 40px; text-align: center;">(X)</div> <div> <p>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.</p> <p>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</p> <p>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</p> <p>D. OTHER (Specify type of modification and authority)</p> </div> </div>							
<b>E. IMPORTANT:</b> Contractor    is not,    is required to sign this document and return copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organize by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p><b>The unit of issue for Propellant, Priming Fluid PF-1 (BULK), contract line items 0004AA, 0004AB, 0004AC, 0004AD, and 0004AE, was cited in error as lbs and is hereby corrected to GL.</b></p> <p><b>Line Item 0004AD was erroneously listed as Year Five and is corrected to read Year Four.</b></p>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, remain unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or Print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16A. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>					1. REQUISITION NUMBER		PAGE 1 OF 49		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-03-R-0302		6. SOLICITATION ISSUE DATE 2002 Oct 28	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANDREE M. PRIEGNITZ				b. TELEPHONE NUMBER (No collect calls) 210-925-1178		8. OFFER DUE DATE/ LOCAL TIME 26 Nov 2002/3:00 p.m. CDT	
9. ISSUED BY DESC-MK CODE SP0600  DESC-MK BLDG 1621-K 2261 HUGHES AVE, STE 128 LACKLAND AFB TX 78236-9828 ANDREE M. PRIEGNITZ 210-925-1178  aprieqnit@desc.dla.mil				10. THIS ACQUISITION IS  Restricted UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 325199 SIZE STANDARD: 1000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		16. ADMINISTERED BY CODE SP0600  SAME AS BLOCK 9	
15. DELIVER TO CODE									
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE SC0600 DFAS COLUMBUS CENTER ATTN: DFAS-BVDDB (Missile Fuels) PO Box 182317 Columbus, Ohio 43218-6250 EFT:T					
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
		SEE ATTACHED SCHEDULE B							
25. ACCOUNTING AND APPROPRIATION DATA <b>TO BE CITED ON EACH DELIVERY ORDER</b>							26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <input type="checkbox"/> . YOUR OFFER SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER ROBERT L. MAYFIELD			31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		
					42a. RECEIVED BY (Print)		40. PAID BY		
					42b. RECEIVED AT (Location)				
					42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION

**STANDARD FORM 1449** (10-95)  
Prescribed by GSA - FAR (48 CFR) 53.212

**SCHEDULE  
SECTION B  
SECTION AND/OR SERVICES**

IMPORTANT NOTICES:

1. This solicitation is for the production of JP-10 and PF-1 in accordance with Schedule B. Contractor's facility/plant preparation, as well as any testing and analysis, to include First Article testing of product as stated in CLIN0001, shall be completed for product delivery to customers to commence 30 April 2003.
  2. The Government plans to award a Firm Fixed Price 5 year Requirements type contract for the supplies and services specified in the schedule. The requirement was synopsized stating that the Government contemplated the award of a fixed priced requirements type contract with an economic price adjustment (EPA) clause, but after extensive market research, it has been determined that a Firm Fixed Price contract will be awarded by the Government as a result of this solicitation.
  3. The five year Best Estimated Quantity (BEQ) will be used in evaluation of the proposals.
  4. Facsimile proposals are authorized for this solicitation in accordance with Clause L2.11-2 and shall be followed with a hardcopy by mail.
  5. Central Contractor Registration (CCR) is required and is available at [www.ccr.gov/index.cfm](http://www.ccr.gov/index.cfm) or (888)352.9333 #3.
  6. Unless you specifically state otherwise, your offer is assumed to accept all terms and conditions of this solicitation. Any exceptions to any part of this solicitation must be specifically identified in a cover letter to your proposal. Any exception taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected. Offerors must propose on all line items in order for their proposal to be considered.
  7. Any offer determined to be outside the competitive range for this procurement will not be included in the negotiations nor evaluated or considered for award of the contract. Therefore, each initial offer should be submitted in good faith with the most favorable terms from a price and technical standpoint. Award will be made to the responsible offeror whose offer conforming to the essential requirements of the solicitation represents the best value to the Government, price and other factors considered.
- Any award to a contractor who, at the time of award, was suspended, debarred or ineligible for receipt of contracts with Government agencies or in receipt of a notice of proposed debarment from any Government agency is voidable at the option of the Government.
9. Your questions regarding small business affairs should be addressed to Mrs. Kathy Willians of the DESC Small Business Office at 1-800-526-2601 or 703-767-9400.

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SCHEDULE  
SECTION B  
SUPPLIES AND/OR SERVICES

ITEM	SUPPLIES OR SERVICES	QTY	UNIT PRICE	TOTAL AMOUNT
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0001	FIRST ARTICLE REQUIREMENT			
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	0001AA Facility Preparation			\$ _____
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	0001AB JP-10 Preproduction Sample	2 GL		\$ NSP*
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	0001AC JP-10 First Article Batch	6,000 GL	\$ _____	\$ _____
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FOB: ORIGIN

0002	PROPELLANT, HIGH DENSITY SYNTHETIC HYDROCARBON JP-10 (BULK) IAW MIL-P-87107C, 21 FEB 1989 NSN: 9135-01-048-5285 FOB: ORIGIN			
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		ANNUAL BEQ	UNIT PRICE	TOTAL ITEM AMOUNT
0002AA	YEAR ONE	74,190 GL	\$ _____	\$ _____
0002AB	YEAR TWO	85,600 GL	\$ _____	\$ _____
0002AC	YEAR THREE	147,400 GL	\$ _____	\$ _____
0002AD	YEAR FOUR	147,400 GL	\$ _____	\$ _____
0002AE	YEAR FIVE	147,400 GL	\$ _____	\$ _____

0003	PROPELLANT, HIGH DENSITY SYNTHETIC HYDROCARBON JP-10 (DRUM) IAW MIL-P-87107C 21 FEB 1989 NSN: 9135-01-048-5285 FOB: ORIGIN			
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		ANNUAL BEQ	UNIT PRICE	TOTAL ITEM AMOUNT
0003AA	YEAR ONE	11,286 GL	\$ _____	\$ _____

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<b>0003AB</b>	YEAR TWO	3,936 GL	\$ _____	\$ _____
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<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
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<b>0003AC</b>	YEAR THREE	3,936 GL	\$ _____	\$ _____
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<b>0003AD</b>	YEAR FOUR	3,936 GL	\$ _____	\$ _____
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<b>0003AE</b>	YEAR FIVE	3,936 GL	\$ _____	\$ _____
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**0004 PROPELLANT, PRIMING FLUID  
PF-1 (BULK)  
IAW MIL-DTL-87173B, 13 FEB 98  
NSN: 9135-01-150-7862  
FOB: ORIGIN**

		<b>ANNUAL BEQ</b>	<b>UNIT PRICE</b>	<b>TOTAL ITEM AMOUNT</b>
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<b>0004AA</b>	YEAR ONE	3,000 lbs	\$ _____	\$ _____
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<b>0004AB</b>	YEAR TWO	3,000 lbs	\$ _____	\$ _____
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<b>0004AC</b>	YEAR THREE	3,000 lbs	\$ _____	\$ _____
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<b>0004AD</b>	YEAR FIVE	3,000 lbs	\$ _____	\$ _____
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<b>0004AE</b>	YEAR FIVE	3,000 lbs	\$ _____	\$ _____
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**B18 SET-ASIDE QUANTITIES (DESC FEB 1968)**

The total quantities set aside by item and destination are as follows:

<u>ITEM NO.</u>	<u>PRODUCT</u>	<u>TOTAL QUANTITY</u>	<u>NON-SET-ASIDE QUANTITY</u>	<u>SET-ASIDE QUANTITY</u>	<u>DESTINATION</u>
0001/0002	JP-10	635,020 GLS	0	635,020 GLS	various
0003	PF-1	15,000 GLS	0	15,000 GLS	various

(DESC 52.207-9F05)

**B40 ATTACHMENTS AND LIST OF ADDENDA -- COMMERCIAL ITEMS (MISSILE FUELS)  
(DESC SEP 2002)**

(a) FAR 52.212-3, FAR 52.212-5, and DFARS 252.212-7001 are incorporated herein.

(b) **LIST OF ADDENDA.**

1) **ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS --  
COMMERCIAL ITEMS.**

**SECTION C -- DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**  
**SECTION D -- PACKAGING AND MARKING**  
**SECTION E -- INSPECTION AND ACCEPTANCE**  
**SECTION F -- DELIVERY AND PERFORMANCE**  
**SECTION G -- CONTRACT ADMINISTRATION DATA**  
**SECTION H -- SPECIAL CONTRACT REQUIREMENTS**  
**SECTION I -- CONTRACT CLAUSES (WITH THE EXCEPTION OF FAR 52.212-5**

AND

DFARS 252.212-7001)

**SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

(2) **ADDENDUM TO FAR 52.212-1. SECTION L -- INSTRUCTIONS TO OFFERORS --  
COMMERCIAL ITEMS.**

(3) **ADDENDUM TO FAR 52.212-2. SECTION M -- EVALUATION OF OFFERORS --  
COMMERCIAL ITEMS.**

(DESC 52.212-9F01)

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS**  
**SPECIFICATIONS, STANDARDS AND DRAWINGS**

**C1.02 DODISS SPECIFICATIONS (DESC OCT 2000)**

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the most recent Department of Defense Index of Specifications and Standards (DODISS) and any applicable supplement. The basic DODISS is issued on July 1st every year; supplementals thereto are issued every other month thereafter, those dates being September 1<sup>st</sup>, November 1<sup>st</sup>, January 1<sup>st</sup>, March 1<sup>st</sup>, and May 1<sup>st</sup>.

(DESC 52.246-9FT1)

**C16.65.100 PROPELLANT, PRIMING FLUID, ALCM ENGINE (PF-1) MISSILE FUELS (DESC OCT 2002)**

(a) Specification MIL-DTL-87173B, dated February 13, 1998, Propellant, Priming Fluid, ALCM Engine, Grade PF-1, applies.

(1) **ADDITIVES.**

(i) **Fuel System Icing Inhibitor.** Fuel system icing inhibitor (FSII) shall be added when specifically requested. When requested, FSII shall conform to MIL-DTL-85470. The FSII must be proportionately injected into the PF-1 to ensure the additive is homogeneously blended into the propellant. The Contractor shall maintain records evidencing the homogeneous blending of all line-injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).

(2) **THERMAL STABILITY TESTING.** Thermal stability testing is conducted in accordance with ASTM D 3241 procedures and testing conditions as defined in MIL-DTL-87173B.

(3) **CHEMICAL COMPOSITION TESTING.** Chemical composition testing shall be performed in accordance with Appendix A or C of MIL-DTL-87173B.

(4) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements. In accordance with specifications, the following test results shall be annotated on the DD Form 250 for all shipments: flash point, API gravity, particulate matter, FSII, and visual for water. In addition, copies of the applicable DD Form 250 shall be submitted with a laboratory analysis report for each shipment of product lifted. This documentation (one copy of the DD Form 250 and lab report) shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause.

(DESC 52.246-9FLM)

**C16.65-1.100 PROPELLANT, HIGH DENSITY SYNTHETIC HYDROCARBON (JP-10) MISSILE FUELS (DESC OCT 2002)**

(a) Specification MIL-P-87107C, dated February 21, 1989, Propellant, High Density Synthetic Hydrocarbon Type JP-10 applies.

(1) **ADDITIVES.**

(i) **Fuel System Icing Inhibitor.** Fuel system icing inhibitor (FSII) shall not be added unless specifically requested by the user. When requested by the user, FSII shall conform to MIL-DTL-85470. When FSII is requested, it must be proportionately injected into the JP-10 to ensure the additive is homogeneously blended into the propellant. The Contractor shall maintain records evidencing the homogeneous blending of all line-injected additives. Such methods may include meter or tank gauge readings or test results taken at intervals to provide confidence in the injection process.

(ii) When FSII is required, additive concentration must be verified based on a representative shipment sample(s).

(2) **THERMAL STABILITY TESTING.** Thermal stability testing is conducted in accordance with ASTM D 3241 procedures and testing conditions as defined in MIL-P-87107C.

(3) **CHEMICAL ANALYSIS.** Chemical analysis shall be performed in accordance with Appendix A of MIL-P-87107C.

(4) **REPORTS.** Refer to the MATERIAL INSPECTION AND RECEIVING REPORT clause for reporting requirements. In addition, copies of the applicable DD Form 250 shall be submitted with a laboratory analysis report for each shipment. In accordance with specifications, the following test results shall be annotated on the DD Form 250 for all shipments; flash point, API gravity, particulate matter, FSII (if applicable), and visual for water. This documentation (one copy of the DD Form 250 and lab report) shall be submitted to the address identified in the MATERIAL INSPECTION AND RECEIVING REPORT clause.

(DESC 52.246-9FLN)

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**SECTION D  
PACKAGING AND MARKING**

**SEE ATTACHED ADDENDUM "A", STATEMENT OF OBJECTIVES**

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## SECTION E INSPECTION AND ACCEPTANCE

### E1.13.100 CONTRACTOR INSPECTION RESPONSIBILITIES (JP-10/PF-1)(MISSILE FUELS) (DESC OCT 2002)

#### (a) QUALITY CONTROL PLAN.

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

(i) RECEIVING. Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) BLENDING AND COMPOUNDING. Identification of component base stocks used to produce finished product. Procedures to be used for adding, prior to batching, all required additives at all locations. When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios. When procedures for line injection of additives for products in accordance with a clause that contains LINE INJECTION OF ADDITIVES as used, the QCP will provide procedures for proportionately injecting additives throughout the entire loading process to ensure the additive is homogeneously blended into the jet fuel, procedures for maintaining recordings evidencing the homogeneous blending of all line injected additives. Prior to shipment, a procedure for a laboratory hand blend of jet fuel with all additives required by the contract shall be tested to verify compliance with the required specification;

(iii) SAMPLING. Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers shall be in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, (ASTM D 4057) Sampling of Petroleum and Petroleum Products, and/or Section 2, (ASTM D 4177), Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. For other than f.o.b. origin shipments, Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements below;

(iv) TESTING. Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table II, "Definition of Test Series." below;

(v) CALIBRATION. Program for testing and measuring equipment shall be in accordance with ISO 10012-1, Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate. A program for calibrating meters used to determine quantity shall comply with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) STORAGE AND HANDLING. Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Procedures for storage and handling shall include a description of storage and handling equipment including tanks, lines, valves, and manifolds used. It shall also include identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

(vii) LOADING AND SHIPPING, GENERAL. Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. Systems used for loading and transferring this product shall be dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Line systems used for receipt, transfer and filling of drums and loading of tank trucks shall be constructed of stainless steel, epoxy lined mild steel, or aluminum. Lines will have a low point drain to enable complete draining of entire line or for obtaining line samples. Dedicated line is defined as a piping system that shall be used exclusively for fuels typed JP 10 and PF1 and blends thereof. The lines must be flushed and drained with new fuel when some other blend of the aforementioned fuels have been used in the dedicated lines. Valve bodies in JP-10/PF-1 systems will be constructed of stainless steel or aluminum. All gaskets/seals shall be teflon, viton or nitrile (seals, seats and gasket material of zinc, bronze, brass or copper bearing materials are not acceptable). Carbon steel valves are permitted, provided they are internally plated with chromium. Electroplated nickel is permitted for double seated plug valves and on nodular iron diaphragm control valves within the tank dike area. Do not furnish or install case iron or bronze-bodied valves in liquid petroleum service.

(viii) LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, INTERMODAL CONTAINERS AND DRUMS. Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: JP-10 and PF-1 conveyances not in dedicated service shall be cleaned prior to loading, non-dedicated conveyances should be rejected if they have not been cleaned. Discharge hose, and pump housing shall be clean and dry. Confirm quality and quantity of loaded conveyance. Provide for investigating discrepancies in either recorded quality or quantity. Seal conveyance (top and bottom) and record seal numbers on the DD Form 250.

(A) Filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(a) A filter/separator (F/S) conforming to API 1581 is required on the fill line upstream of the fill nozzle header (allow 30 seconds relaxation time between the F/S and the discharge point).

(b) F/S may be outfitted with coalescer or water absorption cartridge elements (elements to be changed in accordance with manufacturer recommendation).

(B) The following minimum procedures are applicable when filling drums:

(a) The dedicated line and filling system will be flushed and drained with product to be loaded or filled immediately prior to initial use or when the line sample shows contamination or degradation.

(b) Drain low point of fill line and filter separator before and after each filling operation until the sump sample is clear, bright and free of water and sediment. Filter separator may be outfitted with coalescer or water absorption cartridge elements (elements to be changed in accordance with manufacturer recommendation).

(c) Remove bung and inspect interior of each drum with a suitable drop light. Interior shall be free of rust, dirt, oil, water and all foreign matter. Damage to the epoxy coating, including blisters, cuts, bare spots and other defects will be cause for rejection of the drum. Drums used shall be 55 gallon capacity, UN1A1 type, be internally coated (including bungs) with epoxy conforming to MIL-PRF-4556, outsides of drums shall be phosphatized,

(d) Flushing Drums: Turn drum in upside down position tilted at about a 30 degree angle and flush with approximately one-half gallon of filtered product using a spray nozzle. Remove all flushings through the drum bung hole with a vacuum pump.

(e) Fill drums allowing for 5% ullage (approximately 54 gallons). Use calibrated weight scales to compute net weight then convert to net gallon figure using conversion factors from the quantity determination clause of this contract. Scales used must be calibrated at the beginning of the contract period and shall be certified as calibrated within frequency required by local regulation. If no local regulation exists, then the frequency of calibration shall be conducted in accordance with weight scale manufacturer recommendation or every three months, whichever is more frequent.

(f) Sample drums in accordance with Table I. Sample failure shall result in rejection of drums represented by sample. Rejection of a filled drum will be cause to stop filling operations. Filling will not resume until the cause for rejection has been determined and corrective action taken.

(g) Insert bungs, tighten with bung wrench sufficient to stop any leakage, and cap seal all bungs.

(ix) CORRECTIVE ACTION. Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.). The corrective action procedures shall include notification of the QR.

(4) The QCP shall identify one individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor shall inspect all shipping conveyances prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. If the SHIPMENT AND ROUTING clause is included in the contract, Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions contained in that clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds, pumps and discharge hoses must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples

shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

TABLE I  
MINIMUM SAMPLING AND TESTING REQUIREMENTS

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST (See Table II for Definition of A, B & C Testing)
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Commencement of Shipping or Drumming (2)	2-Gallon All Level or Single Tank Composite	A (1)
2. Shipping Line (All Modes): Dedicated Line	Prior to Loading/Shipping	Line	C
3. Custody Transfer Point	Immediately After Start of Shipment	Line	C; Test results must be within ASTM reproducibility limits when compared to bulk tank test report results.
4. Tank Car/Truck/IMC's Loading Rack	After change of source tank.	Line	C test plus additive analysis for FSII if line injected
5. Tank Cars/Truck/IMC's	After Filling	All-Level	Workmanship; C
6. Drum Fill Rack	Prior to start of drum filling operation for each batch	Nozzle	C test plus Particulate Matter and FSII content (if FSII is injected); results must be within ASTM reproducibility limits when compared to bulk tank results.
7. Drums	10% of drums from packaged lot (minimum of one drum when lot consists of less than ten drums)	Tube, Drum Thief All-Levels or Composite	Workmanship and C tests

## NOTES FOR TABLE I:

AFTER TESTING AN UPPER, MIDDLE, AND LOWER SAMPLE TO VERIFY BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT. HOMOGENEITY CAN BE ASSUMED WHEN UPPER, MIDDLE, AND LOWER SAMPLE TEST RESULTS FOR DENSITY/API GRAVITY (AND FSII IF FSII IS PRESENT) FALL WITHIN THE REPRODUCIBILITY LIMIT ESTABLISHED BY THE TEST METHOD.

NO PRODUCTION BATCH SHALL BE RELEASED FOR SHIPMENT UNTIL FULL SPECIFICATION SAMPLE RESULTS HAVE BEEN REVIEWED AND APPROVED BY GOVERNMENT ASSIGNED REPRESENTATIVE.

TABLE II

DEFINITIONS OF TEST SERIES

I. TYPE A: Includes full quality conformance testing in accordance with the physical requirements table in the product specification plus any additional contractual requirements.

II. TYPE B & C: As shown in the table below for each product. Properties and test methods will be in accordance with the product specification for each grade identified in the solicitation/contract.

TEST PROPERTIES	JP-10		PF-1	
	B	C	B	C
Appearance	*	*	*	*
Workmanship				
Particulate content	*		*	
Color	*	*	*	*
Density or API Gravity or Specific Gravity	*	*	*	*
Existent Gum	*		*	
Freeze Point	*		*	
Flash Point	*	*	*	*
FSII Content	*		*	
Viscosity	*		*	
Chemical Composition (IAW Spec Appendix's)	*		*	

\* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

(DESC 52.246-XXX)

**E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

#### **E12 POINT OF ACCEPTANCE (DESC MAY 1969)**

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

#### **E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is

(DESC 52.246-9F35)

#### **E33.07.100 MANUFACTURING AND FILLING POINTS (MISSILE FUELS) (DESC OCT 2002)**

The name and complete addresses of the manufacturing and filling points for each product to be furnished hereunder are as follows:

<u>PRODUCT</u>	<u>NAME AND COMPLETE ADDRESS</u> <u>MANUFACTURING POINT - FILLING POINT</u>
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**E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JUL 2002)**

(a) It is the policy of the Government that supplies or services that do not conform in all respects to the contract requirements should be rejected. However, there may be circumstances when acceptance of such nonconforming supplies or services is in the interest of the Government. No deviation will be granted unless specifically approved by the Contracting Officer or duly authorized representative.

(b) The following procedures apply to requests for specification waivers.

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is **(800) 286-7633, (703) 767-8420, or (DSN) 427-8420**.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES - FIXED-PRICE or INSPECTION AND ACCEPTANCE OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate action such as rejecting the supplies or services whenever feasible and documenting the Contractor's performance records. (DESC 52.246-9FQ5)

**E40.09 MATERIAL INSPECTION AND RECEIVING REPORT (JP-10/PF-1) (DESC APR 2002)**

(a) One copy of the documents and reports listed below shall be mailed to--

ATTN: DESC-BP (LR) ROOM 2954  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN ROAD SUITE 4950  
FORT BELVOIR, VA 22060-6222

(b) Two copies of the documents listed below plus the original invoice and 1 copy shall be mailed to the following address:

DEFENSE FINANCE AND ACCOUNTING SERVICES – COLUMBUS CENTER  
ATTN: DFAS-BVDFB/CC  
PO BOX 182317  
COLUMBUS, OH 43218-6250

(c) Two additional copies and one copy of the invoice shall be mailed to--

DESC-MIC  
ATTN: JP-10 IM, BUILDING 1621-K  
2261 HUGHES AVENUE, SUITE 128  
LACKLAND AFB, TX 78236-9828

(d) Laboratory reports shall be in standardized format as outlined in Attachment 1. Use the guidelines below to determine when to submit the laboratory reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement.

(e) **TRUCK, RAIL CAR, IMCs AND DRUM LOT SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes, as defined in the attachment, are specified on the test report.

(f) In all cases, the DD Form 250 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the “city” indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the “**Shipped From**” block on the DD Form 250 series document.

(DESC 52.246-9FG4)

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F1.09-6.100 DETERMINATION OF QUANTITY (JP-10/PF-1)(MISSILE FUELS) (DESC OCT 2002)**

(a) QUANTITY. The quantity of supplies furnished under this contract shall be determined as follows:

(1) DELIVERIES INTO OR BY RAIL TANK CAR.

(i) F.O.B. ORIGIN.

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

(B) The Government shall have the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION. On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

- (A) The certified capacity table of the rail tank car received; or
- (B) Weight, using calibrated scales; or
- (C) Calibrated meter.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON/DRUMS.

(i) F.O.B. ORIGIN.

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) F.O.B. DESTINATION.

(A) At the Government's option, quantity may be determined at the receiving activity on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter;
- (b) Certified capacity tables. The tables must be made available at the

time of delivery;

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales.

(iii) WATER BOTTOMS.

(A) Every delivery must be free of all water bottoms prior to discharge; and

(B) The Contractor is responsible for their removal and disposal.

(b) VOLUME CORRECTION. Volume correction to gallons at 60°F (or liters at 15°C) is required for--

(1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.

(2) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) MEASUREMENT STANDARDS. All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS) Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.

(i) Use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(ii) For JP-10 and PF-1 the quantity reported on all shipment paperwork should be reflected in U.S. gallons, so if the original measurement is by weight then convert via--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

(2) API MPMS, Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) API MPMS Chapter 12, Calculation of Petroleum Quantities. All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer. (DESC 52.211-XXXX)

#### **F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: Date of Award and ends 31 December 2007 (2) Delivery period begins: 30 April 2003 and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

#### **F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

\_\_\_10%\_\_\_ Percent increase

\_\_\_10%\_\_\_ Percent decrease

This increase or decrease shall apply to CLINs 0002 and 0004 only.

(FAR 52.211-16)

#### **F108 DELIVERY OF EXCESS QUANTITIES (SEP 1989)**

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in

excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(FAR 52.211-17)

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday. (DESC 52.232-9F45)

### **G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION**

**(MAY 1999)**

#### **(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

#### **(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

#### **G9.09-1 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

##### **(a) METHOD OF PAYMENT.**

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

##### **(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.**

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT

information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.**

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) **LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent contract, and account number at the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

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## SECTION I SOLICITATION/CONTRACT CLAUSES

### 11.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DEC 2001)

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay,



setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4)

#### **11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2001)**

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b), that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

#### **[Contracting Officer must check as appropriate.]**

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

- ☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☒ 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.
- ☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☒ 52.222-19, Child Labor – Cooperation with Authorities and Remedies (E.O. 13126).
- ☒ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☐ 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)). ☐ Alt I (42 U.S.C. 6962(i)(2)(C)).
- ☐ 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a - 10d).
- ☐ 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note). ☐ Alt I. ☐ Alt II.
- ☒ 52.225-5, Trade Agreements (19 U.S.C 2501, et seq., 19 U.S.C. 3301 note).
- ☒ 52.225-13, Restriction on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, 13067; 13121, and 13129).
- ☐ 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ☐ 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ☒ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
- ☒ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241). ☐ Alt I.

(c) The Contractor shall comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**[Contracting Officer must check as appropriate.]**

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

**Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD Class Deviation number 2000-O0006).**

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as

may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).  
(FAR 52.212-5)

**11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

☐ 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business  
Subcontracting Plan  
(DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged, and Women-Owned Small Business  
Subcontracting Plan  
(Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d,  
E.O. 10582).

☒ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program  
(SEP 2001)  
(41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☐ 252.225-7012 Preference for Certain Domestic Commodities (AUG 2000) (10 U.S.C. 2241  
note).

☐ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2241 note).

- 2241 note).
- [ ] 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2241 note).
- [ ] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000); ([ ] Alternate I (DEC 2000)) (Section 8064 of Pub. L. 106-259).
- [ ] 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- [ ] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- [ ] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- [ ] 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)93).
- Act - Balance
- [ ] 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation of Payments Program (MAR 1998); ([ ] Alternate I (SEP 1999)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [ ] 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [ ] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [ X ] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [ X ] 252.247-7023 Transportation of Supplies by Sea (MAR 2000); ([ ] Alternate I (MAR 2000)); ([ ] Alternate II (MAR 2000)) (10 U.S.C. 2631).
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 2241 note).
- [ ] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2241 note).
- [ ] 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

#### 11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling **1-888-227-2423** or via the Internet at **<http://www.ccr.gov>**.

(DFARS 252.204-7004)

#### **11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)**

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

**FAR/DFARS:** <http://farsite.hill.af.mil>

**FAR/DFARS:** <http://www-far.npr.gov>

**DLAD:** <http://www.procregs.hq.dla.mil/icps.htm>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND

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CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
	<b>252.225-7003</b>	<b>Information for Duty-Free Entry Evaluation</b>
	<b>52.211-14</b>	<b>Notice of Priority Rating for National Defense Use (Sep 1990)</b>
	<b>52-211-9002</b>	<b>Priority Rating for National Defense Use (Mar 2000) DLAD</b>

**111.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving—

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

**111.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

**184 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the



Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after end of ordering period.

(FAR 52.216-21)

#### **I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)**

(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)

#### **I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through 31 December 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

#### **I236 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)**

(a) **DEFINITION.** Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) **GENERAL.**

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) **AGREEMENT.** A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust

territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-6)

**SECTION J**  
**LIST OF ATTACHMENTS**  
**(All listed attachments are at the end of this document)**

FORM NR	TITLE	DATE	NR OF PAGES
ADDENDUM "A"	STATEMENT OF OBJECTIVES (SOO)		6
ATTACHMENT 1	GUIDELINES FOR THE PREPARATION OF PRODUCT ANALYSIS REPORTS FOR LIQUID PROPELLANTS	SEP 2002	3
ATTACHMENT 2	CONTRACTOR PERFORMANCE DATA SHEET		1

**REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER**  
**STATEMENTS OF BIDDERS, OFFERORS OR QUOTERS**

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)**  
**(APR 2001/OCT 2000/OCT 2000)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(3) TAXPAYER IDENTIFICATION NUMBER (TIN).**

- ☐ ] TIN: \_\_\_\_\_
- ☐ ] TIN has been applied for.
- ☐ ] TIN is not required because:

☐ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- ☐ ] Offeror is an agency or instrumentality of a foreign government;
- ☐ ] Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ ] Other. State basis. \_\_\_\_\_

**(4) TYPE OF ORGANIZATION.**

- ☐ ] Sole proprietorship;
- ☐ ] Partnership;
- ☐ ] Corporate entity (not tax-exempt);
- ☐ ] Corporate entity (tax-exempt);
- ☐ ] Government entity (Federal, State, or local);
- ☐ ] Foreign government;
- ☐ ] International organization per 26 CFR 1.6049-4;
- ☐ ] Other: \_\_\_\_\_.

**(5) COMMON PARENT.**

- ☐ ] Offeror is not owned or controlled by a common parent.
- ☐ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

**(1) SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ ] is
- ☐ ] is not

a small business concern.

**(2) VETERAN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it--

- ☐ ] is
- ☐ ] is not

a veteran-owned small business concern.

**(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it--

☐ is  
☐ is not

a service-disabled veteran-owned small business concern.

**(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is  
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

**(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

☐ is  
☐ is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

**(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

☐ is

a women owned business concern.

**(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

**(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)**

**(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is  
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) **(Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The

offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

\_\_\_\_\_.

(10) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(11) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that-

(i) It--

- ☐ is
- ☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- ☐ is
- ☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_.)

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Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

**(2) AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an



officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7006).** (Applies only if DFARS clause 252.225-7007, **TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.**)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of **"domestic end product"**:

\_\_\_\_\_  
(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) **BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DFARS 252.225-7035).**

**(Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of **"domestic end products"**:

\_\_\_\_\_  
(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies are other foreign end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

**(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[ ] are

[ ] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [ ] have or

[ ] have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

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performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- ☐ are or  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126).** [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)
_____ (Insert end product)	_____ (Insert country of origin)

**(2) CERTIFICATION.** [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alts I/III)

**K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999) NOTICE.**

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored)

**K12.04 BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)**

(a) **DEFINITIONS.** **Domestic end product, foreign end product, NAFTA country end product, and qualifying country end product** have the meanings given in the BUY AMERICAN ACT – NAFTA IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM clause of this solicitation.

(b) **EVALUATION.** Offers will be evaluated in accordance with the policies and procedures of Part 225 of the DFARS. For line items subject to the NAFTA Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) **CERTIFICATIONS.**

- (1) The offeror certifies that--
  - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and
  - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror must identify all end products that are not domestic end products.
  - (i) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(ii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The following supplies are other foreign end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(DFARS 252.225-7035)

**K15 RELEASE OF UNIT PRICES (DESC OCT 2002)**

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.606(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors.

(DESC 52.224-9F25)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

\_\_\_\_\_  
\_\_\_\_\_  
(DESC 52.215-9F28)

**K45.04 FACSIMILE INVOICING (DESC JUL 1998)**

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not invoices will be submitted via FAX:

[ ] YES [ ] NO

(c) Invoicing by facsimile shall be in accordance with the procedures of the applicable paying office.

(d) **RETURN OF INVOICES BY THE PAYING OFFICE.**

(1) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the Contractor via FAX with the reason for the return clearly annotated.

(2) The offeror's/Contractor's FAX number for returning improper invoices is

\_\_\_\_\_.

(DESC 52.232-9F10)

**REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L2.05 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2000)**

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different from mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of solicitation amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) **CONTRACT AWARD (not applicable to Invitation for Bids)** . The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 EAST L'ENFANT PLAZA SW, SUITE 8100  
WASHINGTON DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DoDSSP)  
BUILDING 4 SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA PA 19111-5094

TELEPHONE: (215) 697-2667/2179

FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
  - (A) By telephone at (215) 697-2667/2179; or
  - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation **"DUNS"** followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.212-1)

#### **L2.11-2 FACSIMILE PROPOSALS (OCT 1997)**

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is 210 925-9758.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

#### **L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an



appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.  
(DLAD 52.233-9000)

**L74 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.  
(FAR 52.216-1)

**L114 SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS (APR 1984)**

(a) If more than one shipping point or plant is designated by the offeror and the offeror fails to indicate the quantity per shipping point or plant before bid opening, the Government will evaluate the offer on the basis of delivery of the entire quantity from the point or plant where cost of transportation is more favorable to the Government.

(b) If the offeror, before bid opening (or the closing date specified for receipt of offers), fails to indicate any shipping point or plant, the Government will evaluate the offer on the basis of delivery from the plant at which the contract will be performed, as indicated in the offer. If no plant is indicated in the offer, the offer will be evaluated on the basis of delivery from the Contractor's business address indicated in the offer.

(c) If the offeror uses a shipping point other than that which has been used by the Government as a basis for the evaluation of offers, any increase of transportation costs shall be borne by the Contractor and any savings shall revert to the Government.  
(FAR 52.247-46)

**SECTION M  
EVALUATION FACTORS FOR AWARD**

**M2.11 EVALUATION - COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to this solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical and management capabilities
2. Price
3. Past Performance and experience

Technical and past performance and experience, when combined, are more important than price.

(b) **OPTIONS.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.  
(FAR 52.212-2)

**M11 EVALUATION - F.O.B. ORIGIN (APR 1984)**

Land methods of transportation by regulated common carrier are the normal means of transportation used by the Government for shipment within the United States (excluding Alaska and Hawaii). Accordingly, for the purpose of evaluating offers, only these methods will be considered in establishing the cost of transportation between offeror's shipping point and destination (tentative or firm, whichever is applicable) in the United States (excluding Alaska and Hawaii). This transportation cost will be added to the offer price in determining the overall cost of the supplies to the Government. When tentative destinations are indicated, they will be used only for evaluation purposes, the Government having the right to use any other means of transportation or any other destination at the time of shipment.

(FAR 52.247-47)

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## STATEMENT OF OBJECTIVES (SOO)

### 1. SUBMISSION OF A TECHNICAL PROPOSAL:

All offerors shall submit a technical proposal along with the price proposal. The technical proposal shall discuss, but not be limited to, the proposed or existing process used to produce JP-10 and PF-1 including a simplified flow diagram (or process and instrumentation diagram if available), raw materials, materials of construction, variability in the composition or source of raw material, laboratory facilities, experience, distribution and/or loading facilities. The technical proposal shall also provide adequate description of technical experience and management capability, past performance and experience information for evaluation of offers. Proposals shall be in offeror's own words to demonstrate technical expertise and understanding, management skills, past performance with this or similar commodities, and other aspects as set forth in this document.

### 2. PRODUCT ORDERS AND GOVERNMENT REQUIRED DELIVERY:

a. Blanket Delivery Orders shall be issued by the DESC Contracting Officer. However, the Inventory Manager through issuance of a Propellants Delivery Schedule will designate specifics as to individual deliveries to be accomplished under the blanket delivery order.

b. Bulk product orders shall be available for shipment within fifteen (15) calendar days of issuance of a Propellants Delivery Schedule by the Government. The government reserves the right to extend that period beyond fifteen days.

c. A Propellants Delivery Schedule shall be issued by the DESC inventory manager at **DEFENSE ENERGY SUPPORT CENTER, MISSILE FUELS COMMODITY BUSINESS UNIT OFFICE, DESC-MIC, 2261 HUGHES AVE., STE. 128, BLDG. 1621-K, LACKLAND AFB TX 78236-9828.** Propellants Delivery Schedule shall normally be in writing, dated and serially numbered, however, telephone request(s) may be made in an emergency and shall be confirmed in writing, within twenty-four (24) hours. The Propellant Delivery Schedule shall contain as a minimum:

- (1) Item number(s) being scheduled.
- (2) Quantity of each item being scheduled. (Propellants Delivery Schedules are issued for single orders or shipments and for blanket orders or multiple shipments. Blanket Delivery Orders are normally for one month and restrict or limit the maximum amount a DESC can schedule for delivery during a specified period.)
- (3) Unit price and total price of each item being scheduled.
- (4) National Stock Number (NSN)
- (5) Contract and order number.
- (6) Destination of product.
- (7) Required delivery date(s)
- (8) Information in "Mark For" of Propellants Product Request must be transferred to the DD250.
- (9) Remarks: Special Instructions to vendor for processing the shipments and reasons for amendments.

d. The Contractor shall advise **DESC-MIC** of the following:  
List of personnel available on a 24-hour a day basis who are authorized to receive Propellants Delivery Schedule. The list shall include full name, office telephone number, home telephone number, direct distance dialing number, Fax number, and E-mail (if available) and kept updated with changes. They must also have the name, title, mailing address, and phone number of the inspecting QAR.

e. A Propellant Delivery Schedule shall be considered cancelled when an amendment is initiated by the inventory manager.

### 3. PACKAGING REQUIREMENTS

- a. Contractor shall be responsible for ensuring hazardous materials are in full compliance with all applicable packaging/packing, marking, labeling, placarding, blocking & bracing, palletizing and shipping certifications, in force and effect on the date of the shipment in accordance with the applicable rules and regulations for the individual hazard, ultimate destination, and mode of transportation:
  - (1) Title 49 Code of Federal Regulations (49 CFR) – Packaging
  - (2) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments
  - (3) International Air Transport Association (IATA) – Dangerous Goods Regulations
  - (4) International Civil Aviation Organization (ICAO) – Technical Instructions for the Safe Transportation of Dangerous Goods by Air
  - (5) International Maritime Organization (IMO) – International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel)
  - (6) MIL-STD 129, Standard Practice for Military Marking (for military destinations)
  - (7) MIL-HDBK 774, Department of Defense Handbook, Palletized Unit Loads (for guidance only)
- b. Contractor commercial packaging (ASTM-D-3951) shall also be in compliance with requirements listed.

### 4. CONTRACTOR SEALS REQUIREMENT

The Contractor shall furnish serially numbered seals and seal all openings on shipping containers prior to shipment in such a manner that entry could only be gained by breaking a seal. The seal numbers on the seals and the corresponding shipping container, shall be indicated on the Commercial Bill of Lading.

### 5. DELAY OF CARRIER EQUIPMENT (DETENTION)

Detention charges at contractor's facility for delay of carrier's equipment in excess of carrier's tariff/tender allowable free time is to be documented on the carrier's "Transport Equipment Delay Certificate". Both the carrier driver and contractor must sign the certificate. Documentation shall include time and date the carrier arrived, time and date carrier departed and the reason(s) for the delay. Documentation shall be provided to the carrier driver prior to his departure from the facility.

### 6. DRUM REQUIREMENT (JP-10/PF-1)

- a. Drums shall be 55 gallon capacity steel drums meeting, as a minimum, the Performance-Oriented Packaging (POP) wall thickness and testing criteria for the UN 1A1 Specification packaging of Packing Group (PG) III hazardous materials, as specified in Title 49 of the Code of Federal Regulations (49 CFR).
- b. Drums shall meet the following specifications:
  - (1) Interior of drum shall be lined with epoxy coating conforming to MIL-PRF-4556.
  - (2) Outside of drums shall be phosphatized.
  - (3) Bungs need not be painted.
  - (4) Cap seals shall be applied to each bung and vent closure prior to shipment.

### 7. TRANSPORTATION OF HAZARDOUS MATERIALS

Contractor shall be responsible for ensuring the transportation of hazardous materials are in full compliance with all applicable rules and regulations, in force and effect on the date of the shipment for the individual hazard, ultimate destination, and mode of transportation:

- (1) Title 49 Code of Federal Regulations (49 CFR) – Transportation AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments
- (2) International Air Transport Association (IATA) – Dangerous Goods Regulations
- (3) International Civil Aviation Organization (ICAO) – Technical Instructions for the Safe Transportation of Dangerous Goods by Air
- (4) International Maritime Organization (IMO) – International Maritime Dangerous Goods (IMDG) Code (for overseas shipments by vessel)

## **8. PALLET REQUIREMENTS FOR OVERSEAS SHIPMENTS**

The following statements are in compliance with the European Union (EU) requirements levied on the United States, Canada, China, and Japan concerning environmental infestation. These requirements are specifically concerned with the pinewood nematode. The statements below cite the requirements in detail and cover lumber used to build containers, existing containers, and pallets used for deliveries resulting in shipments to the EU (Direct, through Air Logistics Center (ALCs) or through other bases).

## **9. LUMBER AND PACKAGING/CONTAINER STATEMENT:**

- a. All wooden lumber and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from heat-treated (HT) material (HT to 56 degrees Centigrade or 133 degrees Fahrenheit for 30 minutes). Certification is required by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Construction and Certification shall be in accordance with non-manufactured wood packing policy and non-manufactured wood packing enforcement regulations, both dated May 30, 2001.” These documents can be found at [www.aphis.usda.gov](http://www.aphis.usda.gov).
- b. WOODEN PALLET STATEMENT: All wooden pallets produced entirely or in part of non-manufactured softwood species shall be constructed from heat-treated (HT) material (HT to 56 degrees Centigrade or 133 degrees Fahrenheit for 30 minutes). Certification is required by an accredited agency recognized by the American Lumber Standards Committee (ALSC). Construction and certification shall be in accordance with non-manufactured wood packing policy and non-manufactured wood packing enforcement regulations, both dated May 30, 2001.” These documents can be found at [www.aphis.usda.gov](http://www.aphis.usda.gov).
- c. HARDWOOD SPECIES STATEMENT: “All wooden pallets produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of “NC” (NON-CONIFEROUS), 1.25 inches or greater in height, accompanied by the cage code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible.

## **10. TRANSPORTATION REQUIREMENTS FOR TANK TRUCKS, LESS THAN TRUCKLOADS (LTL), TUBE BANK TRAILERS, AND RAIL SHIPMENTS**

- a. The DESC Transportation Office (TO) is:  
DESC-MIP  
Bldg 1621-K  
2261 Hughes Ave Ste-128  
Lackland AFB, TX 78236-9828

Commercial Telephone Number (210) 925-1597, Alternate (210) 925-3659



Commercial Fax Number (210) 925-1319

b. Shipments will be made on Commercial Bills of Lading (CBLs) in accordance with appropriate regulations. A CBL will be furnished by the TO in advance of anticipated shipping date. In the event that a CBL is not provided prior to the shipment and under the direction of the TO a bill of lading may be used. The contractor shall complete and distribute the CBLs as noted on the routing instructions furnished by the TO. The contractor shall annotate on the CBL the weight/gallons, seal numbers and signature of agent. Contractor shall fax completed CBL to the TO.

c. Contractor is responsible for:

- (1) Inspecting all shipping conveyances prior to loading to insure that product loaded will not be lost or contaminated by the condition of the equipment. Tank truck inspection must be performed by qualified contractor personnel. Delegation of this responsibility shall not be passed to the tank truck operator/driver.
- (2) Loading of transport equipment shall be IAW 49 CFR. Contractor is liable for reimbursement to the government for damage to any equipment caused by the failure to load, block, and brace in accordance with acceptable standards set forth therein.
- (3) DD Form 626 (Motor Vehicle Inspection (Transporting Hazardous Materials)). The Contractor is required to fill out the DD Form 626 Motor Vehicle Inspection, using one of the options provided below, for all shipments of Hazardous Materials:
  - (i) Request the Carrier (driver) provide a copy of the vehicle mechanical inspection performed at the carrier's terminal. Annotate in Block 15 of the DD Form 626 that "the carrier performed the vehicle mechanical inspection (Section II) and a copy of the inspection is attached to the DD Form 626" (making sure the shipper knows he/she is to attach the inspection to the DD Form 626). Contractor is required to sign in Block 16.
  - (ii) If the carrier (driver) does not have a copy of the vehicle mechanical inspection, you should annotate in Block 15 of the DD Form 626 that "the vehicle mechanical inspection (Section II) was performed by the carrier" and have the driver sign the DD Form 626.
  - (iii) A copy of the signed and dated DD Form 626 along with a completed CBL shall be faxed to the TO.
- (4) On the day of shipment, the contractor must provide a Report of Shipment within four (4) hours of departure or within two (2) hours the next day (if contact cannot be made on day of shipment) to the Transportation Office. The Report of Shipment can be made by facsimile or telephone and must include the following information:
  - (i) CBL Number
  - (ii) Name of Carrier
  - (iii) Carrier Pro Number
  - (iv) Tractor and Trailer Number
  - (v) Departure Date and Time

## 11. MANUFACTURING QUALIFICATION REQUIREMENTS

(a) If at time of contract award, the Contractor does not have full production capability to meet the Government requirements, the Contractor must meet the qualification requirements of both paragraphs (b) and (c) below. If the Contractor does have full production capability at time of contract award, the Contractor is only required to meet the qualification requirements of paragraph (c) below.

(b) PRE-PRODUCTION TESTING.

(1) Within 10 days of contract award, the Contractor shall prepare four homogenous 1-gallon samples of JP-10 (w/out fuel system icing inhibitor) produced from a pilot plant which simulates the proposed process of the Contractor's production facilities. The Contractor shall notify the Contracting Officer prior to performing any sampling/testing so that the Government may witness the sampling and testing procedures. Two of the JP-10 samples

shall be tested by the Contractor in accordance with the MIL-PRF-87107C. The contractor shall provide a certified copy these pre-production sample results to:

DESC-MK  
BUILDING 1621-K  
2261 HUGHES AVE, STE 128  
LACKLAND AFB, TX 78236-9828  
or  
Fax (210) 925-9758

(2) The Contractor shall submit a copy of their certified pre-production sample analysis along with the remaining two gallons of JP-10 to:

Aerospace Fuels Laboratory  
OL DET 3 WR-ALC/AFTLA  
2430 C Street, Bldg 70 Area B  
Wright-Patterson AFB OH 45433-7632

(3) All costs associated with sampling and contractor testing shall be at the contractor's expense.

(4) If the pre-production sample analyzed by the Government lab fails to meet specification requirements, the contractor at their own expense will be allowed to resubmit a sample at least once. If the pre-production sample analyzed by the government repeatedly fails specification requirements the contract may be terminated in accordance with this contract's Termination for Cause provisions.

(5) If the pre-production sample passes full specification analysis by the Government lab, the Government shall advise the contractor, in writing, that the pre-production sample is acceptable to the Government and the Contractor may proceed with plant retrofit/facility modification.

(6) Condition for waiver for pre-production sample: If the successful offeror has previously submitted a pre-production sample for analysis and successfully passed Government lab testing, then this requirement may be considered met and waived as determined by the CO.

#### (c) FIRST ARTICLE APPROVAL

(1) The contractor shall produce a first article batch consisting of approximately 6,000 gallons of JP-10 from the contractor's production facility. The contractor shall perform full specification testing of the first article batch and send a 2 gallon sample along with a certified copy of their analysis results to the Government lab as designated in paragraph (b)(2) above. The contractor shall notify the government prior to sampling/testing of the first article batch in order to allow a government representative to witness the contractor's sampling and testing procedures.

(2) If the initial first article batch sample meets full specification requirements when analyzed by the Government lab, the Government shall notify the contractor that the sample has met the specification, and as such, lump sum payment pertaining to all start up costs, to include plant retrofit/facility modification, may be invoiced and shall be paid by the Government in accordance with the appropriate CLIN. When the Government issues its first delivery order the contractor shall submit batch samples prior to shipping in accordance with the CONTRACTOR INSPECTION RESPONSIBILITIES clause of this contract.

(3) However, if the initial first article batch sample fails to meet specification requirements when analyzed by the Government's lab, the Contractor may be authorized by the Contracting Officer to resample and submit a second sample from the initial first article batch, with a Government representative witnessing the sampling procedures, for analysis at the Government lab. If the resample fails when analyzed by the Government lab, the Government, at its sole discretion, has the following two options: (a) the contractor may be allowed to make necessary repairs, changes, modifications and/or other alterations to the Contractor's production process or plant in order to remedy the quality defects; or, (b) the Government may terminate the contract for cause in accordance with the Termination for Cause provisions stated in the contract. If the Government authorizes the contractor to modify the plant or otherwise adjust his production process in the expectation of producing on specification product, in lieu of termination for cause, such efforts on the part of the contractor will not result in an equitable adjustment to the fixed lump sum price, as awarded. Upon completion of plant modification and/or adjustment of the contractor's process, the Contractor shall then prepare another 6,000 gallon first article batch to be sampled and tested in accordance with the sampling and testing procedures as stated in paragraph (c)1 of this clause. The same procedures apply as previously described herein until such time as the Contracting Officer no longer authorizes plant modification and/or adjustment of

the contractor's process. Repeated failure will be grounds to terminate this contract under the Termination for Cause in accordance with the terms and conditions of the contract with the Government having no responsibility to pay for any plant retrofit and/or facility modifications.

## 12. SUBMISSION OF INVOICES FOR PAYMENT OF PRODUCT

### CERTIFICATION OF RECEIPT.

#### F.O.B. ORIGIN DELIVERIES.

(a) The QAR shall certify the receiving report and provide the Contractor with copy. One copy must contain the original signature of the QAR, typed name, title, mailing address and telephone number and will have the following information stamped, printed, or typed on it: **"ORIGINAL INVOICE"**. The receiving report must be signed by the QAR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(b) In order to receive payment, the Contractor must mail one copy (one of which shall contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and shall make it available for inspection by the Government, if requested.

(c) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages shall not be acceptable until remedial action is taken by the Contractor.

(d) The receipt for FOB origin fuel may be one of the following documents:

- (i) The DD Form 250, Material Inspection and Receiving Report;
- (ii) Commercial Shipping Document

## Attachment 1

### GUIDELINES FOR THE PREPARATION OF PRODUCT ANALYSIS REPORTS FOR LIQUID PROPELLANTS

#### GENERAL INSTRUCTIONS Sept 2002

These instructions are designed for use as a guide in preparing/formatting liquid propellant analysis reports (including gases and cryogenic liquids). To facilitate scanning or imaging, only computer generated or typed test reports are acceptable, there should be no handwritten entries. A template of the standardized test report format is provided in Figure I. Table I includes the test codes used in this standard report format that will be incorporated into future Electronic Data Interchange (EDI) transmissions of test result data.

Each report should be tailored to include only those rows of information that are applicable to the specific product being tested and the methods used to evaluate each property. Select only those methods authorized by the product specification unless otherwise stated in the contract. The code used should be limited to the actual test method used for a particular analysis. If a test code does not appear for a specification or contract approved method, contact the Defense Energy Support Center (DESC) at (210) 925-2488.

#### DETAILED INSTRUCTIONS FOR THE STANDARD TEST REPORT FORMAT (FIGURE 1)

Items appearing in *italics* inside brackets are meant to be short descriptions of the data being requested and should be replaced with the appropriate data.

The test method should be the paragraph cited in the specification for that method or the ASTM procedure cited in the product specification.

Test codes are unique to each test method of each specification or contract clause and must be included on the report.

**[Name of laboratory performing analysis]**  
 [Address of laboratory performing analysis]  
 [phone, fax, email of laboratory performing analysis]

**Report of Analysis**  
 [name of product]

Report Date: [date of certified report]	Report Number: [unique lab report number]
Manufacturer: [name of manufacturer]	Specification: [spec with revision and amendment]
[address of manufacturer]	Product: [name of product]
[address of manufacturer]	Type: [type or grade of product]
Submitted by: [name of submitter]	NSN: [national stock number]
[address of submitter]	Contract: [contract number]
[address of submitter]	Lot: [batch or lot number]
Date Sampled: [sample date]	
Sample Origin: [tank no., drum no., etc.]	Reason for submission: [reason for performing analysis]
Sample No.: [submitters sample identification]	

<b>CODE</b>	<b>METHOD</b>	<b>TEST</b>	<b>UNITS</b>	<b>MIN</b>	<b>MAX</b>	<b>RESULTS</b>
[test code]	[test method]	[test description]	[units]	[spec limits]		[test result]
.	.	.	.	.	.	.
.	.	.	.	.	.	.
.	.	.	.	.	.	.
.	.	.	.	.	.	.

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Remarks: [include any remarks concerning the analysis]

[Signature of the certifying official]  
 [Signature block of certifying official]

**Table I**

Test Codes	Test Description	Spec/Paragraph
Test Codes	Test Description	Spec/Paragraph
010A	Saybolt Color	ASTM D-156
010B	Saybolt Color (Spectro)	ASTM D-6045
155	JP-10 - DCPD	MIL-P-87107C, APP A
156	JP-10 - Other Hydrocarbons	MIL-P-87107C, APP A
1009	PF-1 – DCPD & Methylcyclohexane Content	MIL-DTL-87173B, APP A
1009A	PF-1 – DCPD & Methylcyclohexane Content	MIL-DTL-87173B, APP C
1010	PF-1 – Other Hydrocarbons	MIL-DTL-87173B, App A
1010A	PF-1 – Other Hydrocarbons	MIL-DTL-87173B, App C
220B	Flash Point P-M	ASTM D-93
220C	Flash Point – Seta Method A	ASTM D-3828
230A	Density @ 15°C – Hydrom	ASTM D-1298
230B	Density @ 15°C – Digital	ASTM D-4052
300A	Freezing Point	ASTM D-2386
310	Viscosity	ASTM D-445
400A	Net Heat by Bomb	ASTM D-240
400H	Net Heat by Bomb	ASTM D-2382
600B	JFTOT @ 260 °C	ASTM D-3241
601	Pressure Change	ASTM D-3241
602	Visual Rating	ASTM D-3241
600E	JFTOT @ 300 °C	ASTM D-3241
601	Pressure Change	ASTM D-3241
602	Visual Rating	ASTM D-3241
710	Existent Gum	ASTM D-381
720A	Particulate Count	ASTM D-2276
720B	Particulate Count	ASTM D-5452
830A	FSII	ASTM D-5006
830B	FSII	FED TM5327

## CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 2 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

☐ Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

### REFERENCES:

COMPANY NAME	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QUANTITY	METHOD OF DELIVERY	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE	SUBCONTRACTING PLAN (YES OR NO)

SP0600-03-R-0302

ATTACHMENT 2